

Surplus Real Estate For Sale

On-Line Auction

Sale No. GSA-R-1487

Microwave Antenna Towers
Arkansas
Louisiana
Mississippi

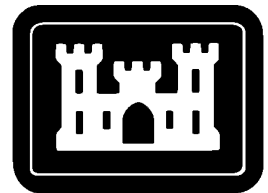
Auction Begins
July 10, 2002

Issue Date July 23, 2002 - all previous versions void.



U.S. General Services Administration

Public Buildings Service
Real Property Disposal Division
819 Taylor Street, Suite 11A09
Fort Worth, Texas 76102-6103
800-833-4317 or 817-978-4245
<http://propertydisposal.gsa.gov/property/>



Vicksburg District
U.S. Army Corps of Engineers
Mississippi

Important Notice

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the Bid Forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions To Bidders.
- Credit card deposits must include the “Deposit by Credit Card” form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1487
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

SALE OF GOVERNMENT REAL PROPERTY

SALE NO. GSA-R-1487

INVITATION FOR BIDS (ALL PREVIOUS VERSIONS ARE VOID)

Eight Microwave Antenna Towers and Lease Assumptions are Available.

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1487, at the General Services Administration Real Property Disposal Division Conference Room, 11A09 of the Fritz Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

BID REGISTRATION SHOULD BE SUBMITTED TO:

GENERAL SERVICES ADMINISTRATION
REAL PROPERTY DISPOSAL DIVISION – 7PR
819 TAYLOR STREET, ROOM 11A09
FORT WORTH, TEXAS 76102-6103

The towers can be viewed anytime from the public road or access road. Inspections of structures are by appointment only. For information or to make an appointment call **817-978-4245** or write to **John A. Robinson**, Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. **E-Mail Address** is **john.robinson@gsa.gov**

NOTE: Interested parties may bid on each individual or all of the towers for off-site removal. The Government's lease interest and liabilities will be transferred to the high bidder including the responsibility to remove towers off-site under the terms of the lease(s). GSA DOES NOT guarantee the future lease availability of the sites after the expiration of current leases.

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereon, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1487; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part hereof.

SCHEDULE

1. Locations and Descriptions:

Item 1 Midway Microwave Antenna Tower, Arkansas **No. 7-D-AR-0558-A**

3 leg guyed steel frame tower set in a concrete foundation, 240 feet tall, Bldg #T-217 and 8' X 14' equipment building, No. 218 located in the E ½ NW ¼ of Section 10, Township 5 South, Range 11 West, Jefferson County, Arkansas (**Latitude 34° 17' 54" North, Longitude 92° 11' 07" West**). U.S. Army Corps of Engineers Lease No DACW38-5-86-17 expires on 31 October 2005. Annual rent fee is \$1,100.

Item 2 Fresno Microwave Antenna Tower, Arkansas **No. 7-D-AR-0558-B**

3 leg guyed steel frame tower set in a concrete foundation, 330 feet tall, Bldg #T-224 and 8' X 14' equipment building, No. 225 located in the NW ¼ NW ¼ of Section 21, Township 9 South, Range 6 West, Lincoln County, Arkansas (**Latitude 33° 55' 16" North, Longitude 91° 43' 48" West**). U.S. Army Corps of Engineers Lease No. #DACW38-5-86-15 expires on 31 August 2005. Annual rent fee is \$500.

Item 3 McGehee Microwave Antenna Tower, Arkansas **No. 7-D-AR-0558-C**

3 leg guyed steel frame tower set in a concrete foundation, 270 feet tall, Bldg #T-001 and 8' X 14' equipment building, No. 002 located in the S ½ S ½ of Section 16, Township 12 South, Range 3 West, Desha County, Arkansas (**Latitude 33° 39' 03" North, Longitude 91° 24' 33" West**). U.S. Army Corps of Engineers Lease No. #DACW38-5-94-156 expires on 31 July 2009. Annual rent fee is \$1,200.

Item 4 Malvern Microwave Antenna Tower, Arkansas **No. 7-D-AR-0558-D**

3 leg guyed steel frame tower set in a concrete foundation, 240 feet tall, Bldg #T-219 and 8' X 14' equipment building, No. 220 located in the SE ¼ NE ¼ of Section 29, Township 5 South, Range 16 West, Hot Springs County, Arkansas. (**Latitude 34° 15' 46" North, Longitude 92° 44' 38" West**.) U.S. Army Corps of Engineers Lease No. DACW38-5-86-18 expires on 31 August 2005. Annual rent fee is \$600.

Item 5 Woodworth Microwave Antenna Tower, LA **No. 7-D-LA-0564-C**

3 leg guyed steel tower set in concrete foundations, 260 feet tall, Bldg.# T-602 and 10' X 20' equipment shelter Bldg. #602 located in the NE ¼ NE ¼ of Section 3 Township 2 North, Range 2 West, LaSalle Parish, Louisiana. (**Latitude 31° 10' 54" North, Longitude 92° 33' 13" West**). National Forest Service Permit

issued 9/30/77 expires upon conveyance of title. Tower is located on Federal government property and must be dismantled and removed off-site.

Item 6 Natchitoches Microwave Antenna Tower, LA **No. 7-D-LA-0564-D**

3 leg guyed steel tower set in concrete foundations, 350 feet tall and Bldg.# T-228 7' X 12' equipment shelter Bldg. #232 located in Section 39, Township 8 North, Range 5 West, Grant Parish, Louisiana. (**Latitude 31° 40' 44" North, Longitude 92° 55' 14" West**). U.S. Army Corps of Engineers Lease No. DACW38-5-88-142 expires on 31 December 2008. Annual rent fee is \$533.

Item 7 Haile Microwave Antenna Tower, Louisiana **No. 7-D-LA-0564-E**

3 leg guyed steel tower set in concrete foundations, 340 feet tall, Bldg #T-235 and 8' X 14' equipment building, No. 235, located in N1/2, NE1/2, NE1/4, SE1/4, Section 16, Township 21 Township 21 North, Range 3 East, Union Parish, Louisiana. (**Latitude 32° 48' 09" North, Longitude 92° 09' 38" West**.) U.S. Army Corps of Engineers Lease No. DACW38-5-88-219 expires on 31 December 2008. Annual rent fee is \$550.

Item 8 Rodney Microwave Antenna Tower, Mississippi **No. 4-D-MS-0557-C**

3 leg guyed steel tower set in concrete foundations, 320 feet tall and Bldg.# T-222 10' X 12' equipment shelter Bldg. #223 located in the North Half of Section 12, Township 11 North, Range 1 West, Claiborne County, Mississippi. (**Latitude 31° 54' 42" North, Longitude 91° 09' 27" West**). U.S. Army Corps of Engineers Lease No. DACW38-5-85-94 expires on 31 March 2005. Annual rent fee is \$300.

NO LAND IN FEE IS INCLUDED IN THIS OFFERING. NO RADIO EQUIPMENT OR PERSONAL PROPERTY IS INCLUDED IN THIS OFFERING.

✦ Lease Assumption by Purchaser

Purchaser shall assume the Government's responsibilities of the leases described above. Including payment of annual rental and, at the time of lease expiration, either 1) the removal of all structures from site or 2) the payment to the Lessor a sum of money representing the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is less, as per the terms of the respective lease(s).

SPECIAL TERMS OF SALE

1. TYPE OF SALE.

The method of sale used here can best be described as a written auction or candle sale. It is much like an oral auction except that instead of voice bids, written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by mail or via computer and increase your bid by either mail, fax or from your computer on the internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by calling a 24- hour recorded message or from our web page at www.auctionrp.com/ under "View the auction".

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 60 days from the date of receipt by the Government. The bid that represents the best price to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason.

3. BIDDER ID NUMBERS.

Once the bid deposit is received, a bidder ID number will be assigned. The number will be sent by return mail or by return Fax if requested or e-mail. This number is needed for the bid form and for bidding over the Internet. The bidder ID number will be used to identify the bidders on the recorded information and on the auction web page.

4. DAILY BIDDING RESULTS.

The present high bid at any time is available (24 hours a day) by viewing the auction at www.auctionrp.com/auctions2.

5. INCREASING YOUR BID .

If you learn from the web page that your bid was not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. The fax number (24 hours a day) for increased bids is 817-978-2063. Bidders can increase their bids over the Internet following the on-line instructions or they can submit bids by Fax. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer.

6. FIRST CALL FOR FINAL BIDS.

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the voice mail recording. On that date, if no increased bid is received by the stated time, Central, then bidding will close at the stated time and consideration will be given to selling the property to the high bidder. If an increased bid is received between those times, then bidding will be held over until the next business day on the same terms. When bidding stops, the sale will close at the stated time on the next business day.

7. FINAL BIDS AND ENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop or discontinue the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above.

8. CERCLA COVENANT.

As part of the consideration for the transaction, the Government is willing to convey the Property to the **Purchaser** in return for the following release, covenants and agreements of the **Lessor** hereinafter set forth.

Purchaser covenants and agrees as follows:

- a. Except for the environmental statutory responsibilities of the **Government** regarding the Property pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)), **Purchaser**, for itself and its respective successors and assigns, do hereby release the **Government** from any and all obligations, responsibilities, rights, claims, actions and causes of action which **Lessor** currently has or may hereinafter assert against the **Government**, whether formal or informal, before any court, tribunal, and/or other administrative agency or forum, relative to and/or anyway connected U.S. Army, Corps of Engineers, Land Lease(s) identified in the Schedule portion of the IFB above by and between **Lessors** and the **Government**.
- b. Except for the environmental statutory responsibilities of the **Government** regarding the Property pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)), **Purchaser**, for himself and his respective successors and assigns, further agree to indemnify and hold the Government harmless from any and all obligations, responsibilities, rights, claims, actions and causes of action made by any other person and or entity that such person and/or entity currently has or may hereinafter assert against the **Government**, whether formal or informal, before any court, tribunal, and/or other administrative agency or forum, relative to and/or anyway connected U.S. Army, Corps of Engineers, Land Leases mentioned above
- c. In return for the aforementioned agreements by **Purchaser** together with the additional consideration to be paid by **Purchaser** to the **Government** as set forth in the IFB covering the Property to be executed by **Purchaser** contemporaneously herewith, the **Government**

agrees to convey the Property to **Purchaser** in accordance with the terms and conditions set for in the IFB.

9. TERMS OF PAYMENT.

Bids to purchase the property must be on an all cash basis. All deposits shall be payable in United States dollars.

10. BID DEPOSIT.

Paragraph 4 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be at least **\$1,000 per item**. Such bid deposit must be in the form of United States currency, a United States Postal Service money order, cashier's check, certified check or money order issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, payable to the order of General Services Administration. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted. Credit card deposits must be made on the Bid Deposit by Credit Card form provided in this IFB.

11. BALANCE OF PURCHASE PRICE.

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

12. SPECIAL DEPOSIT.

The Special Deposit required at the time of closing in accordance with Paragraph 13 of the General Terms of Sale will be **\$3,000 per item**. This special deposit will be refunded upon satisfactory completion of removal activities or lease reassignment as determined appropriate by the Government.

13. RENEGOTIATION OF LEASE TERMS WITH LANDOWNER/CURRENT LESSOR.

Purchaser and Lessors may mutually agree to renegotiate the terms and conditions of the existing respective property leases at any time after conveyance of the property from the Government. Any such mutually acceptable lease agreements may release both parties from the currently existing lease(s). The current and existing leases prepared by the Government and the Lessor shall terminate and expire. The Government shall not be a party to ANY terms, conditions, agreements, liabilities, covenants, restrictions, or other obligations once the originally assumed lease(s) has (have) been renegotiated.

If the currently existing lease(s) is (are) renegotiated, paragraph 6 below can be omitted for the respective property.

14. REMOVAL REQUIREMENTS AND CLEANING UP PROPERTY SITE.

Purchaser shall comply with all fire, guard, safety, and other regulations in effect at the premises. The purchaser shall assume responsibility for the property purchased.

- a. The site shall be raked clean and holes and excavations shall be backfilled to natural grade of the site to the satisfaction of the Government. Grass shall be planted when seasonally allowed.
- b. The purchaser shall assume all necessary expenses, if any, in disconnecting and leaving in a safe condition, to the satisfaction of the Government, electric and other wire and outside connections in the removal operations. Underground utility facilities shall be permanently capped at entrance to the building in a manner satisfactory to the landowner, two feet (2') below normal ground level or at the level of the existing underground horizontal run of piping.
- c. Maximum safety precautions are to be taken during removal operations. All vegetation and other improvements are to be safeguarded from damage.

15. TIME LIMIT ON REMOVAL OF PROPERTY.

The purchaser agrees to notify the Lessor(s) and begin removal operations NO LATER than 20 days BEFORE the expiration of the above-mentioned leases respectively.

The final day for completion of removal operations, referred to in Paragraph 14.a.(1) of General Terms of Sale, shall be 60 days after the purchaser is authorized to commence removal of the property.

16. MARKING AND LIGHTING SYSTEM COMPLIANCE.

Purchaser, its successors and assigns, must comply with all Federal laws pertaining to obstruction lighting systems that require added conspicuity in order to ensure aviation safety. Consequently, purchaser will be responsible for ensuring the microwave antenna tower's lighting system is maintained and operational at all times in accordance with all 14 Code of Federal Regulations Part 77 concerning "Obstruction Regulations". Marking and lighting system must also be maintained in accordance with Federal Aviation Administration (FAA) Advisory Circular 70/7460.1K for Obstruction Marking and Lighting. If Purchaser desires to alter the marking and lighting system, permission must be obtained from the FAA prior to any alteration.

Purchaser agrees to maintain current lease agreements, as the Lessor, with the Vicksburg District U.S. Army Corps of Engineers (USACE) in order to allow the Government to operate the microwave antenna tower warning light detection system. Purchaser shall continue to be reimbursed under the terms of existing lease agreements until the Government removes required USACE equipment from site. At which time those leases will expire. Purchaser will contact Mr. Bill Miller, USAED Vicksburg (CEMVK-RE-S), 4155 Clay Street, Vicksburg, Mississippi 39181-3435, telephone (601) 631-7237 prior to conducting any action that could disrupt the warning light detection system. Mr. Miller will coordinate all lease agreements, payments, and removal of equipment.

17. DESCRIPTION.

The descriptions of the property set forth in the Invitation for Bids and any other information provided with respect to said property are based on information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, by any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

18. INSPECTION.

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will no constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening.

19. METHOD OF AWARD.

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

GENERAL TERMS OF SALE

(GOVERNMENT PROPERTY FOR REMOVAL FROM SITE)

1. TERM - "INVITATION FOR BIDS."

The term "Invitation for Bids" or "Invitation" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance; all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids.

2. DESCRIPTIONS IN INVITATION FOR BIDS.

The descriptions of the property set forth in the Invitation for Bids are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price. The information as to location and description is based upon the best data available and is given for identification purposes only.

3. CONDITION OF PROPERTY AND INSPECTION.

The property is offered for sale without recourse against the Government and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened. The Bidder represents that he has inspected the property to his satisfaction and is familiar with and knows the condition of the premises and the property and is purchasing said property "As Is" and "Where Is," and that he is relying solely upon his own examination and determination and not upon any representation or statement, oral or written, except as provided in the Invitation for Bids, made by the Government with respect in said property.

4. TERMS OF PAYMENT.

Bids to purchase property for removal from site must be on an "All Cash" basis.

5. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening for the number of calendar days specified in the bid, unless the bid is accepted or rejected by the Government before the expiration of the

specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

6. POSSESSION.

The successful bidder agrees to assume possession of the property within 15 days after the property has been conveyed to him. Should the successful bidder fail to take actual possession within such period, he shall, nonetheless be charged with constructive possession commencing at 12:00 A.M., standard time, on the 16th day after such request by the Government. The word "possession" shall mean either actual possession or constructive possession.

7. TAXES.

- a. The successful bidder shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.
- b. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

8. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

9. INSURANCE.

- a. If possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at his expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. Insurance required by the Government shall be in companies acceptable to the Government and shall

include such terms and provisions as may be required to provide coverage satisfactory to the Government.

- c. Information concerning insurance requirements will be furnished by the Director of Regional Data and Financial Management of the General Services Administration issuing office at the address given in the Invitation for Bids.

10. REVOCATION OF BID OR FAILURE TO CLOSE.

In the event of revocation of a bid after opening of bids and prior to notice of acceptance, or if after notice of acceptance the successful bidder fails to close the sale by (a) failing to pay the Government the balance of the purchase price, or (b) failing to deliver the special deposit, the bid deposit together with any payments subsequently made on account may be forfeited as the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said bid deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

11. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

12. CLOSING AND TITLE.

- a. The closing of sale for the property offered shall be governed by this paragraph. In the event a bid for purchase is accepted, the successful bidder, shall within ten (10) calendar days from the date of notice of acceptance; or within such additional time as may be granted by the Government: (a) Pay to the Government the balance of the purchase price, and (b) furnish the cash special deposit. Conveyance of the Government's interest in the property will be made without warranty, express or implied, subject to the provisions of the Invitation for Bids, by furnishing the purchaser a copy of his bid evidencing acceptance on the part of the Government in the space provided.
- b. Title to the property for removal from site shall remain in the United States and the successful bidder shall not commence removal of the property or any part thereof until the full purchase price has been paid and the Government has conveyed the property to the purchaser as provided in this Paragraph 12 and has authorized the purchaser to commence removal.

13. SPECIAL DEPOSIT.

In addition to the bid deposit provided for under Paragraph 4 of Instructions to Bidders, the successful bidder shall, together with payment of the balance of the purchase price, deliver to the Government currency, a certified check, cashier's check or postal money order payable to the order of "General Services Administration" as a special deposit in the amount specified on the Bid Form for each item. This special deposit is for the sole purpose of setting up a fund out of which liquidated damages as provided in Paragraph 14.c. (1) and (2) of these General Terms of Sale can be

collected and also out of which the cost of work performed by the Government in completing the removal operations as provided in Paragraph 14.d. (2) of these General Terms of Sale can be paid.

- a. If the removal operations are performed by the purchaser to the complete satisfaction of the Government, the special deposit, less any amounts collected therefrom as liquidated damages will be returned promptly to the purchaser without interest.
- b. If the removal operations are not performed by the purchaser to the complete satisfaction of the Government, and the property or portion thereof remaining, at the option of the Government has been declared forfeited, the special deposit, less any amounts collected therefrom as liquidated damages and less any amounts paid therefrom to cover the cost of work performed by the Government in completing the removal operations will be returned to the purchaser without interest after such costs have been paid, or will be returned to the purchaser without interest after a subsequent transferee acceptable to the Government has assumed the obligation to complete the removal operations.

14. TIME LIMIT ON REMOVAL OF PROPERTY - TIME EXTENSIONS - DAMAGES - FORFEITURE OF PROPERTY - LIABILITY FOR REMOVAL COST.

- a. Time Limit on Removal.

The purchaser shall remove the property from site as provided in this Invitation for Bids and shall complete such removal and the clean up and related operations required herein, referred to hereinafter as removal operations, on or before the end of the period of time which shall begin on the day he is authorized to commence removal of the property and which ends at 12:01 A.M., standard time, on the final day determined as follows:

- (1) If the Government does not grant a written extension of the period of time for completion of the removal operations, the final day shall be as specified in the Special Terms of Sale.
- (2) If an extension of the period of time for completion of the removal operations is granted by Government in writing, the final day shall be the day specified in such extension.

- b. Time Extensions.

The Government may at its option grant written extensions of the period of time for completion of the removal operations.

- c. Liability for Damages, due to grants of Extensions and due to Failure to Complete Removal Operations in Time Allowed.

It is recognized that the Government will be damaged if it grants an extension of the period of time for completion of the removal operations and also that the Government will be damaged if the purchaser fails to complete the removal operations within the period of time specified.

- (1) Damages Resulting from Extensions.

If an extension of the period of time for completion of the removal operations is granted by Government pursuant to Subparagraph b of this Paragraph 14, the purchaser shall be liable for damages to the Government resulting from the extension, except as provided in (3) below. The resulting Liquidated damages shall be five dollars (\$5.00) per day per item for the period from the final day determined in accordance

with this Paragraph 14, (Subparagraph a. (1), or Subparagraph a. (2) if an extension setting a new final date has been granted previously; to the final day specified in the extension being granted at that time, or until the day upon which the Government determines that the removal operations for each such item have been completed, whichever day is earlier.

(2) Damages for Failure to Complete Timely Removal.

The purchaser shall be liable for damages to the Government resulting from his failure to complete the removal operations for any item within the period of time specified in this Paragraph 14, except as provided in (3) below. The resulting liquidated damages shall be five dollars (\$5.00) per day per item for the period from the final day determined for each such item in accordance with this Paragraph 14, Subparagraph a.(1) or a.(2), as appropriate, to the day upon which the Government determines that the removal operations for each such item have been completed, or until the day the property is determined by Government to be forfeited.

(3) Causes Beyond Control of Purchaser.

The purchaser shall not be liable for damages resulting from the extensions under Paragraph 14.c. (1) or for damages for failure to complete timely removal under Paragraph 14.c. (2) if:

- (a) The delay in the completion of the removal obligations arises from unforeseeable causes beyond the control and without the fault or negligence of the purchaser, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its, sovereign or contractual capacity, acts of another purchaser in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors; or arises from unforeseeable causes beyond the control and without the fault or negligence of both the purchaser and such subcontractors; and
- (b) The purchaser, within 10 calendar days from the beginning of such delay (unless the Contracting Officer grants a further period of time), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the removal obligations without liability on the part of the purchaser for damages, when in his judgment, the findings justify such an extension and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Paragraph 21 of these General Terms of Sale.

d. Forfeiture of Property -Liability for Removal Cost.

- (1) It is recognized that if the purchaser fails to complete the removal operations within the period of time specified in this Paragraph 14, the Government may, at its option, declare forfeited the property, or the portion thereof which has not been removed, after which the Government may elect to perform the removal operations at the expense of the purchaser and to make whatever disposition it elects with regard to the property and materials resulting from such

removal; or the Government may elect to transfer the property or portion which remains to a transferee who will be responsible for completing the removal operations without further expense to the purchaser.

- (2) If the removal operations are not performed to the complete satisfaction of the Government within the period of time specified in this Paragraph 14 and the purchaser has become liable for damages in accordance with Paragraph 14.c. (2) the property, or any portion of it remaining, may, at the option of the Government, be declared forfeited and the purchaser shall thereafter have no claim upon the property or have any interest therein. In the event of the declaration of such forfeiture by the Government, the purchaser shall cease to be liable for further damages resulting from his failure to complete the removal operations under Paragraph 14.c. (2) beyond the date of said forfeiture and in lieu thereof shall be liable for the cost of work performed by the Government in completing the removal operations.

- e. The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. LIABILITY AND INDEMNITY.

The purchaser shall assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of the purchaser for the removal of the property sold herein. The purchaser further agrees to indemnify and holds harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of the contract or the performance of any portion of or total completion of said contract.

16. RESPONSIBILITY.

The successful bidder will be held responsible for any loss of materials or equipment on the site due to actions of his employees or agents including vandalism and malicious mischief. Any losses involved, willful damage of property, etc., occurring shall be replaced or restitution made, as the case may be, at no cost to the Government until completion of contract for purchase and removal. The purchaser, acting himself or through his superintendent, shall direct, coordinate and supervise all work under this contract. Likewise, he shall inspect all equipment and apparatus engaged in this operation to assure its safe operation, and will coordinate his activities through the appropriate representatives designated by the Government.

17. NECESSARY PERMITS.

All necessary permits for performing removal operations and for cut-off of utility service, during dismantling and removal of the materials if required by state, county, political subdivision, private person, utility company, or others having jurisdiction thereover, shall be obtained by purchaser at his own cost and expense and subject to such terms and conditions as may be imposed by such persons, companies, or authorities.

18. RESPONSIBILITY FOR DISCONNECTING WIRING.

The purchaser shall assume all necessary expense in disconnecting and leaving in a safe condition, to the satisfaction of the Government, telephone, electric, and other wires and outside connections, in the removal

operations, and pay all necessary expenses in connection therewith.

19. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES.

The successful bidder warrants that he has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

21. DISPUTES.

- a. This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).
- b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.
- c. (i) As used herein "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the purchaser shall be made in writing and submitted to the Contracting Officer for decision.

A claim by the Government against the purchaser shall be subject to a decision by the Contracting Officer.

- d. For purchaser claims of more than \$50,000, the purchaser shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the purchaser believes the Government is liable. The certification shall be executed by the purchaser if an individual. When the purchaser is not an individual, the verification shall be executed by a senior company official in charge at the purchaser's plant or location involved, or by an officer or general partner having overall responsibility for the conduct of the purchaser's affairs.
- e. For purchaser claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For purchaser claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the purchaser of the date when the decision will be made.
- f. The Contracting Officer's decision shall be final unless the purchaser appeals or files a suit as provided in the Act.
- g. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- h. Interest on the amount found due on a purchaser claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.

Except as the parties may otherwise agree, pending final resolution of a claim by the purchaser arising under the contract, the purchaser shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

22. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

INSTRUCTIONS TO BIDDERS – Online Auction

(Government Real and Related Personal Property)

1. BID FORM.

- a. Bids must be submitted on the Bid Form accompanying this invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the invitation for Bids, bids may be modified or withdrawn by confirmed request prior to the time fixed in this invitation for Bids for the opening of bids.

- b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.
 - (1) Check appropriate box for Initial or Increased Bid.
 - (2) Fill in Date of Bid line.
 - (3) Fill in Bid amount in the space indicated.
 - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.

(5) Fill in the Name, Address, and Phone Number section of the Bid Form.

(6) Sign and Date the Bid Form.

- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

2. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

3. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

4. BID DEPOSIT & SPECIAL DEPOSIT TERMS.

A bid deposit of must accompany each bid not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

Credit cards may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in this Invitation for Bids. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid.

SPECIAL DEPOSITS described in General Terms of Sale, Paragraph 13 must accompany each successful bid and may be made in the same manner as Bid Deposits.

5. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

6. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

7. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

8. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

(Appropriate Acknowledgment to be added)

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BID FORM (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY

(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

Initial Bid

0

Increase Bid

0

Check One

Vicksburg District U.S. Army Corps of Engineers

8 Microwave Antenna Towers in Arkansas, Louisiana, and Mississippi and Lease Assumption

Sale # GSA-R-1487

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within sixty (60) calendar days after the date of bid opening, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale (Government Property for Removal from Site); the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

BID ITEM	BID AMOUNT	BID DEPOSIT \$1,000	SPECIAL DEPOSIT \$3,000
Midway			
Fresno			
McGehee			
Malvern			
Woodworth			
Natchitoches			
Haile			
Rodney			
Total			

Enclosed pursuant to paragraph 5 of Instructions to Bidders is a Bid Deposit in amount of:

Name and address of bidder (type or print)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone Number (_____) _____

Signature and Date _____ Signer's name and title (type or print) _____

Bidder Represents that (s)he operates as:
(check the appropriate box)

☐ an individual

☐ an individual doing business as:

☐ a partnership consisting of:

☐ a trustee acting for:

☐ a corporation, incorporated in the state of:

(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 4a., of this Invitation for Bids.)

BID FORM (Page 2 of 2)

CERTIFICATE OF CORPORATE BIDDER

To be completed by corporate official other than the person signing bid above

I, _____, certify that I am _____
(Secretary or other official title)

of the Corporation named as bidder herein; that _____

who signed this bid on behalf of the bidder, was then _____
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

Signature of Certifying Corporate Officer

DATE

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the U.S. Army Corps of Engineers, Vicksburg District's 5 Microwave Antenna Towers and Lease Assumptions in Arkansas, Louisiana, and Mississippi, GSA Control Numbers 7-D-AR-0558-A, C & D and 7-D-LA-0564-C & D and 4-D-MS-0557-A and is hereby accepted by and on behalf of the United States of America acting by and through the:

Administrator of the U. S. General Services Administration

on this _____ day of _____ 2002.

Signature of Contracting Officer: _____

Name and Title of Contracting Officer: _____

Bid Deposit by Credit Card

**To: General Services Administration
Real Property Disposal Division (7PR)
Attn: John A. Robinson, Realty Officer
819 Taylor Street, Suite 11A09
Fort Worth, TX 76102**

Fax Number: 817-978-2063

This form may be submitted by Fax. Deposit Amount: \$_____

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1487. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 4, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): _____

First Name: _____ M.I.: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Visa _____ Master Card _____ Discover _____ Amex_____

Card Number: _____ Driver's License #: _____

Name as it appears on card: _____

E-Mail Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Signature: _____ Date: _____

7-D-AR-0558-A, B, C, D
7-D-LA-0564-C, D, E
4-D-MS-0557-C

Vicksburg District U.S. Army Corps of Engineers Microwave Antenna Towers

GSA-R-1487

U.S. General Services Administration
Public Buildings Service
Real Property Disposal Division (7PR)
819 Taylor Street, Room 11A09
Fort Worth, TX 76102-6103

*Official Use Only
Penalty for Private Use \$300*

